

3.....Defendant says that if the Court holds that the contract shall be rescinded then that there must be an equitable accounting between the parties covering the matters involved and that it will be necessary to refer the case to a commissioner for that purpose; that the insurance company paid him out of the consideration the sum of \$100; that he has received in work on said consideration \$25.00; that the lot ~~xxxxxxx~~ at the time of the attempted recision was worth no more than \$25.00; that the plaintiff during the time he occupied the premises committed waste thereon, destroying parts of the house, and fencing on said lot, or ^{negligently} permitting and allowing the same to be destroyed, to the extent of \$30.00; that the plaintiff has had the use and occupancy of said lot a period of 20 months, and the rents issues and profits thereof, which are reasonably worth \$60.00; that the plaintiff collected from insurance on said house the sum of \$50.00; that there is now no house left on said property and was none thereon at the time of the attempted recision; that the plaintiff is chargeable thus;

Value of lot deliverred to him		\$150.00
Insurance collected on house		50.00
20 months rent @ \$3		60.00
Waste on property		30.00
Total		<u>\$290.00</u>

And he is creditable with the following

Amount paid on lot in work	\$25.00	
Amount collected ^{by Neale} from insurance company, on house	100.00	
Value of vacant lot at time of recisionx	25.00	
Total	\$150.00	
Leaving balance due Neale from Ramsey	\$140.00	<u>\$290.00</u>